

EXHIBIT A

THE COURT OF COMMON PLEAS, CIVIL DIVISION
CUYAHOGA COUNTY, OHIO

Clerk of Courts | The Justice Center | 1200 Ontario Street 1st Floor, Cleveland, Ohio 44113

CROSSCOUNTRY MORTGAGE, LLC.
Plaintiff

CASE NO. CV23974716

JUDGE WILLIAM F. B. VODREY

v.

PAUL LUNDHOLM
Defendant

SUMMONS

SUMC CM

Notice ID: 49731007



From: CROSSCOUNTRY MORTGAGE, LLC. P1
2160 SUPERIOR AVENUE
CLEVELAND OH 44114

Atty.: JOSEPH A MALLERNEE
6850 MILLER RD
BRECKSVILLE, OH 44141-0000

To: PAUL LUNDHOLM D1
536 GUTHEIL PLACE
LYNDHURST NJ 07071

NOTICE TO THE DEFENDANT:

The Plaintiff has filed a lawsuit against you in this Court. You are named as a defendant. A copy of the **Complaint** is attached.

If you wish to respond to the Complaint, you must deliver a written **Answer** to the Plaintiff's attorney (or the Plaintiff if not represented by an attorney) at the above address *within 28 days* after receiving this Summons (not counting the day you received it). A letter or a phone call will not protect you. Civil Rule 5 explains the ways that you may deliver the **Answer** (<http://www.supremecourt.ohio.gov/LegalResources/Rules/civil/CivilProcedure.pdf>)

You must also file a copy of your **Answer** with this Court within 3 days *after* you serve it on the Plaintiff. You can file your **Answer** with the Clerk of Courts by one of the following methods: 1) In-person or by mail at the above address or 2) electronically through the online e-Filing system. For more information on using the e-Filing system, visit <http://coc.cuyahogacounty.us/en-US/efiling.aspx>.

If you fail to serve *and* file your **Answer**, you will lose valuable rights. The Court will decide the case in favor of the Plaintiff and grant the relief requested in the **Complaint** by entering a default judgment against you.

You may wish to hire an attorney to represent you. Because this is a civil lawsuit, the Court cannot appoint an attorney for you. If you need help finding a lawyer, contact a local bar association and request assistance.



Nailah K. Byrd
Clerk of Court of Common Pleas
216-443-7950

Date Sent: 02/07/2023

By Christina Fetter
Deputy

CMSN130



Cuyahoga County Clerk of Courts
Nailah K. Byrd

Multilingual Notice:

You have been named as a defendant in this Court. You must file an answer within 28 days; if you fail to answer, the Court may enter judgment against you for the relief stated in the Complaint. Seek assistance from both an interpreter and an attorney. Your inability to understand, write, or speak English will not be a defense to possible judgment against you.

1. Spanish (US)

***Aviso multilingüe:

Este Tribunal lo ha declarado como acusado. Debe presentar una respuesta en un plazo de 28 días. Si no contesta en dicho plazo, el Tribunal podrá dictar sentencia en su contra por el amparo que se detalla en la demanda. Solicite la ayuda de un intérprete y de un abogado. Su incapacidad para comprender, escribir o hablar inglés no se considerará como defensa ante una posible sentencia en su contra.

2. Somali

***Ogeysiis luqadda badan ah:

Waxaa lagu magacaabay sida eedeysane gudaha Maxkamadan. Waa in aad ku soo gudbisaa jawaab 28 maalmood gudahood; haddii aad ku guuldareysto jawaabta, Maxkamada laga yaabo in ay gasho xukun adiga kaa soo horjeedo ee ka nasashada lagu sheegay Cabashada. Raadi caawinta ka timid labadaba turjubaanka iyo qareenka. Karti la'aantaada aad ku fahmo, ku qoro, ama ku hadasho Af Ingiriisiga ma noqon doonto difaacida xukunkaaga suuralka ah ee adiga kugu lidka ah.

3. Russian

***Уведомление на разных языках:

Вы были названы в качестве ответчика в данном суде. Вы должны предоставить ответ в течение 28 дней; если Ваш ответ не будет получен, суд может вынести решение против Вас и удовлетворить содержащиеся в жалобе требования. Воспользуйтесь услугами переводчика и адвоката. Тот факт, что Вы не понимаете английскую речь и не можете читать и писать по-английски, не является препятствием для возможного вынесения судебного решения против Вас.

4. Arabic

***ملاحظة متعددة اللغات:

لقد تم اعتبارك مدعى عليه في هذه المحكمة. يجب أن تقدم ردا خلال 28 يوما؛ وإذا لم تقم بالرد، فقد تصدر المحكمة حكما ضديك بالتعويض المنصوص عليه في هذه الشكوى القضائية. اطلب المساعدة من مترجم فوري ومحام. فلن تعد عدم قدرتك على فهم اللغة الإنجليزية أو كتابتها أو تحديثها دفاعا لك أمام الحكم المحتمل ضديك.

5. Chinese (Simplified)

***多語版本通知：

您在本法庭已被列为被告。您必须于 28

日内递交答辩状；如果没有递交答辩状，法庭会针对诉状中声明的补救措施对您作出不利判决。请向口译人员和律师寻求帮助。您无法理解、书写或说英语的情况不能作为对您可能作出不利判决的辩护理由。

Justice Center, 1st Floor • 1200 Ontario Street • Cleveland, Ohio 44113-1664 • 216.443.7950

Ohio Relay Service 711 • Website: coc.cuyahogacounty.us



NAILAH K. BYRD
CUYAHOGA COUNTY CLERK OF COURTS
1200 Ontario Street
Cleveland, Ohio 44113

Court of Common Pleas

New Case Electronically Filed: COMPLAINT
February 3, 2023 10:27

By: JOSEPH A. MALLERNEE 0098862

Confirmation Nbr. 2767221

CROSSCOUNTRY MORTGAGE, LLC.

CV 23 974716

vs.

PAUL LUNDHOLM

Judge: WILLIAM F. B. VODREY

Pages Filed: 10

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

CROSSCOUNTRY MORTGAGE, LLC
2160 Superior Avenue
Cleveland, OH 44114

Plaintiff,

vs.

PAUL LUNDHOLM
536 Gutheil Place
Lyndhurst, NJ 07071

Defendant.

Case Number:

Judge:

COMPLAINT

NOW COMES Plaintiff, CrossCountry Mortgage, LLC (“Plaintiff”) by and through the undersigned counsel and hereby submits the following Complaint against Defendant, Paul Lundholm (“Defendant”).

JURISDICTION AND VENUE

1. This Court has jurisdiction over the claims in this matter pursuant to R.C. § 2305.01 and the Sign-On Bonus Agreement (the “Agreement”). A true and accurate copy of the Agreement is attached hereto as **Exhibit 1**.

2. This Court is the proper venue for the claims in this matter, pursuant to Rule 3(C)(6) and (7) of the Ohio Rules of Civil Procedure, as some or all of Plaintiff’s claims for relief arose in Cuyahoga County and the Defendant resides out of state but conducted business within the state.

PARTIES

3. Plaintiff CrossCountry Mortgage, LLC is a Delaware limited liability company with its primary place of business in Cleveland, Ohio.

4. Defendant Paul Lundholm was a resident of New Jersey, employed by Plaintiff beginning on or about February 3, 2022 , until on or about November 2, 2022.

FIRST CLAIM FOR RELIEF

(Breach of Contract)

5. Plaintiff entered into a Sign-On Bonus Agreement with Defendant dated April 4, 2022 (the “Agreement”) whereby Plaintiff agreed to pay Defendant \$135,000.00 (the “Bonus”), conditioned upon Defendant remaining continuously employed with Plaintiff for a period of 24 months. A true and correct copy of the earnings statements demonstrating payment of the Bonus are attached hereto as **Exhibit 2**.

6. Defendant further agreed that if he voluntarily resigned before the requisite period ended then Defendant would repay the Bonus to Plaintiff within ten days of the date of Defendant’s resignation or termination. Repayment of the Bonus and the accounting thereof would occur at Plaintiff’s primary place of business.

7. On or about November 2, 2022, Defendant resigned from his position with Plaintiff. As a result, Defendant failed to remain employed for the requisite period.

8. Defendant breached the Agreement when he failed to pay Plaintiff the outstanding Bonus by November 12, 2022. Defendant has never repaid Plaintiff.

9. As a result of Defendant’s breach, Plaintiff has suffered monetary damages in the amount of \$81,371.83.

WHEREFORE, Plaintiff prays for judgment against Defendant for damages in the amount of \$81,371.83 plus interest, together with the costs of this action, and any other relief this Court deems equitable and just.

Respectfully Submitted,

/s/ Joseph A. Mallernee

Joseph A. Mallernee (#0098862)

Ashley C. Wakefield (#0093761)

2160 Superior Avenue

Cleveland, Ohio 44114

(440) 701-5548 – Phone

(440) 701-5549 – Fax

Joseph.Mallernee@ccm.com

Ashley.Wakefield@ccm.com

Attorneys for Plaintiff

EXHIBIT 1

SIGN-ON BONUS AGREEMENT

This Sign-On Bonus Agreement (the “Agreement”) is entered into this 4th day of April, 2022 by and between CrossCountry Mortgage, LLC, a Delaware Limited Liability Company (“Company”) and **PAUL LUNDHOLM** (the “Employee”) (collectively, the “Parties”).

RECITALS

WHEREAS, Company desires to bestow upon the Employee a sign-on bonus in consideration for Employee accepting employment with the Company and remaining satisfactorily employed for at least two full years.

NOW, THEREFORE, in consideration thereof and of the covenants hereafter set forth, the Parties hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The above recitals are incorporated herein by this reference.
2. **SIGN-ON BONUS PAYMENT.** Company agrees to pay Employee a Sign-On Bonus in the sum of One Hundred Thirty Five Thousand Dollars (\$135,000.00) (the “Bonus”). Company will pay the Bonus in two equal installments of Sixty Seven Thousand Five Hundred Dollars (\$67,500.00) each, through its regular payroll at the end of the first and third payroll periods subsequent to the Employee’s start date (the “Start Date”). The Bonus shall be subject to all required taxes and withholdings applicable to bonus earnings. The Parties agree that:

☒ \$135,000.00 of the Bonus is an **unvested wage advance**. Employee will earn the advance in its entirety by remaining employed with Company for 24 months following the Start Date. **The Parties further agree that no portion of the advance shall be earned if Employee does not remain employed with Company for the full 24 months.** Stated differently, if Employee does not remain employed with Company for 2 years, Company may require Employee to pay back the bonus in full pursuant to paragraph 3, below. Time of employment less than 24 months, including partial months of employment, does not reduce the repayment obligation under this Agreement.

☐ \$_____. ____ of the Bonus is earned wages and not subject to recapture.


3. **REPAYMENT OF BONUS.** Employee agrees to repay to Company the entire Bonus amount according to the following terms:
 - a. **Termination of Employment** – If the employment relationship between Employee and Company is terminated prior to 24 months after the Start Date, for any reason,

whether voluntary or involuntary, then Employee agrees to repay the entire Bonus within ten (10) days of the termination date. Employee further agrees that any outstanding balance on such repayment obligation is delinquent and immediately collectable following the tenth (10th) day after the termination date.

- b. **Consent to Offset.** By signing below, Employee expressly gives Company a lien against any wages, accrued vacation time, incentive compensation payments, bonuses and/or commissions due to Employee at time of termination. Employee agrees that Company may deduct, to the extent permitted by applicable law, the repayment amount due Company under this Agreement from any amounts due Employee at time of termination. Employee also agrees that any tax consequences borne because of repayment of the Bonus will be the sole and exclusive responsibility of Employee.
4. **FURTHER DOCUMENTS.** The Parties agree to execute any and all documents, and to perform any and all other acts, reasonably necessary to accomplish the purposes of this Agreement.
5. **AT WILL EMPLOYMENT.** Nothing in this Agreement guarantees employment for any period of time. Employee shall be and remain an employee “at will”.
6. **ACKNOWLEDGEMENTS AND INTEGRATION.** Employee understands s/he has the right to discuss this Agreement with any individual and, to the extent desired, Employee has taken advantage of this opportunity. Employee further acknowledges that s/he has carefully read and fully understands the provisions of this Agreement, and that s/he is voluntarily entering into the Agreement without any duress or pressure from Company. Employee also understands and acknowledges that this Agreement is the entire agreement between Employee and Company with respect to this subject matter, and Employee acknowledges that Company has not made any other statements, promises or commitments of any kind (written or oral) to cause Employee to agree to the terms of this Agreement.
7. **WAIVER.** The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver nor shall it deprive such party of the right thereafter to insist upon strict adherence to that that term or any term of this Agreement. Any waiver must be in writing signed by the waiving party. If Company is the waiving party, such waiver must be signed by Company’s President and Chief Executive Officer, Ronald J. Leonhardt, Jr.
8. **MODIFICATION.** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by the Employee and Company’s President and Chief Executive Officer or Company’s Chief Legal Counsel.


9. **SEVERABILITY.** The Parties agree that should a court of competent jurisdiction declare or determine any provision of this Agreement to be illegal, invalid or unenforceable, the remainder of the Agreement shall nonetheless remain binding and enforceable and the illegal, invalid or unenforceable provision(s) shall be modified only so much as necessary to comply with applicable law.
10. **CHOICE OF LAW; WAIVER OF JURY TRIAL.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio (without regard to any conflicts of laws principles thereof that would give effect to the laws of another jurisdiction). Employee intends to and hereby confers jurisdiction upon the courts of the State of Ohio and U.S. federal courts located within the State of Ohio to determine any dispute arising out of or related to this Agreement, including the enforcement and the breach hereof. Employee waives any objection to venue in such courts. Each party irrevocably waives its rights to trial by jury in any action or proceeding arising out of the Agreement.
11. **ATTORNEYS FEES.** Employee agrees to pay all reasonable costs, expenses, interest, and legal fees incurred by the Company to enforce this Agreement

EMPLOYEE

DocuSigned by:

828D3449E27A4E1

Paul Lundholm

CROSSCOUNTRY MORTGAGE, LLC

DocuSigned by:

A407916AAB2E4CB

By:

Alex J. Ragon, Chief Legal Counsel

EXHIBIT 2

Earnings Statement



CROSSCOUNTRY MORTGAGE,LLC.
 6850 MILLER RD.
 BRECKSVILLE, OH 44141

Period Beginning: 03/26/2022
 Period Ending: 04/08/2022
 Pay Date: 04/15/2022

Filing Status: Married filing jointly
 Exemptions/Allowances:
 Federal: Standard Withholding Table

PAUL D LUNDHOLM
 536 GUTHEIL PLACE
 LYNDHURST NJ 07071

Earnings	rate	other/hours	this period	year to date
Sign On Bonus			67,500.00	67,500.00
Gross Pay			\$67,500.00	67,500.00

Important Notes

COMPANY PH#:(440) 671-6651

BASIS OF PAY: COMMISSION

Deductions	Statutory		
Federal Income Tax	-14,850.00	14,850.00	
Social Security Tax	-4,185.00	4,185.00	
Medicare Tax	-978.75	978.75	
NJ State Income Tax	-6,498.23	6,498.23	
NJ SUI Tax	-169.15	169.15	
NJ SDI Tax	-94.50	94.50	
NJ Paid Family Leave Ins	-94.50	94.50	
Net Pay	\$40,629.87		
CHECKING 1	-40,629.87		
Net Check	\$0.00		

EFFECTIVE THIS PAY PERIOD YOU HAVE SATISFIED THE NJ SUI TAX LIMIT.

Additional Tax Withholding Information

Taxable Marital Status:
 NJ: Married
 Exemptions/Allowances:
 NJ: 2,Table B

Your federal taxable wages this period are
 \$67,500.00

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CROSSCOUNTRY MORTGAGE,LLC.
 6850 MILLER RD.
 BRECKSVILLE, OH 44141

Advice number: 00000159135
 Pay date: 04/15/2022

Deposited to the account of	account number	transit	ABA	amount
PAUL D LUNDHOLM	XXXXX	XXXX	XXXX	\$40,629.87

THIS IS NOT A CHECK

NON-NEGOTIABLE

Earnings Statement



CROSSCOUNTRY MORTGAGE,LLC.
 6850 MILLER RD.
 BRECKSVILLE, OH 44141

Period Beginning: 04/23/2022
 Period Ending: 05/06/2022
 Pay Date: 05/13/2022

Filing Status: Married filing jointly
 Exemptions/Allowances:
 Federal: Standard Withholding Table

PAUL D LUNDHOLM
 536 GUTHEIL PLACE
 LYNDHURST NJ 07071

Earnings	rate	other/hours	this period	year to date
Sign On Bonus			67,500.00	135,000.00
Gross Pay			\$67,500.00	135,000.00

Important Notes

COMPANY PH#:(440) 671-6651

BASIS OF PAY: COMMISSION

Deductions	Statutory		
Federal Income Tax	-14,725.41	29,575.41	
Social Security Tax	-4,149.89	8,334.89	
Medicare Tax	-970.54	1,949.29	
NJ State Income Tax	-6,498.23	12,996.46	
NJ SDI Tax	-94.50	189.00	
NJ Paid Family Leave Ins	-94.50	189.00	
NJ SUI Tax		169.15	
Other			
Dental	-36.72*	36.72	
Dependent Fsa	-55.56*	55.56	
Medfsa	-55.56*	55.56	
Medical	-410.00*	410.00	
Vision	-8.50*	8.50	
Net Pay	\$40,400.59		
CHECKING 1	-40,400.59		
Net Check	\$0.00		

Additional Tax Withholding Information

Taxable Marital Status:
 NJ: Married
 Exemptions/Allowances:
 NJ: 2,Table B

* Excluded from federal taxable wages

Your federal taxable wages this period are
 \$66,933.66

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CROSSCOUNTRY MORTGAGE,LLC.
 6850 MILLER RD.
 BRECKSVILLE, OH 44141

Advice number: 00000199695
 Pay date: 05/13/2022

Deposited to the account of	account number	transit	ABA	amount
PAUL D LUNDHOLM	XXXXX	XXXX	XXXX	\$40,400.59

THIS IS NOT A CHECK

NON-NEGOTIABLE